

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHAEL T. HAFFNER, as Trustee of the)	
CHAUFFEURS, TEAMSTERS & HELPERS)	
LOCAL UNION NO. 301 HEALTH &)	
WELFARE FUND and as Trustee of the)	
CHAUFFEURS, TEAMSTERS & HELPERS)	Case No.
LOCAL UNION NO. 301 PENSION FUND,)	
)	
Plaintiffs,)	
)	Judge
v.)	
)	
ORIENT EXPRESS SERVICE COMPANY,)	
)	
)	
Defendant.)	

COMPLAINT

Now come the Plaintiffs, Michael Haffner as Trustee of the Chauffer's, Teamsters, & Helpers Local Union No. 301 Health & Welfare Fund, et al., by their attorney, Nicholas E. Kasmer of McGann, Kettermann, and Rioux, complaining of the Defendant, Orient Express Service Company, and allege as follows:

1. This action arises under Section 502 of the Employee Retirement Income Security Act and Section 301 of the Taft-Hartley Act. (29 U.S.C. §§1132 and 185). Jurisdiction is founded on the existence of questions arising thereunder.

2. The Chauffer's, Teamsters, & Helpers Local Union No. 301 Health & Welfare Fund and Chauffer's, Teamsters, & Helpers Local Union No. 301 Health & Pension Fund ("Trust Funds") receive contributions from numerous employers pursuant to Collective Bargaining Agreements between the employers and the Chauffer's, Teamsters, & Helpers Local Union No. 301, ("Union"), and therefore, are multiemployer plans. (29 U.S.C. §1002). The Trust Funds are administered at 36990 N. Green Bay Road, Waukegan, Illinois, and venue is proper in the Northern District of Illinois.

3. Orient Express Service Company, is an employer engaged in an industry affecting commerce that entered into agreements requiring Orient Express Service Company, to pay fringe benefit contributions to the Trust Funds.

4. Orient Express Service Company, is required to pay liquidated damages, interest, reasonable attorney fees, court costs, and other reasonable amounts incurred in the collection process.

5. Orient Express Service Company, must submit a monthly contribution report listing the hours worked by its carpenter employees, and the fringe benefit contributions owed to the Trust Funds. Orient Express Service Company, must also submit payment of the corresponding fringe benefit contributions listed on its monthly contribution report to the Trust Funds.

6. Orient Express Service Company, breached the provisions of the Collective Bargaining Agreements and the Trust Agreements by failing to submit payments for the months of January 2019 through the present.

7. Plaintiffs have complied with all conditions precedent in bringing this suit.

8. Plaintiffs have been required to employ the undersigned attorneys to compel payment of the amounts owed and obtain the missing contributions reports.

9. Orient Express Service Company, is obligated to pay the attorney and auditor fees and court costs incurred by the Plaintiffs pursuant to the Collective Bargaining Agreements, the Trust Agreements and/or 29 U.S.C. §1132(g)(2)(D).

10. According to the Collective Bargaining Agreement, the Trust Agreements and/or 29 U.S.C. §1132(g), Orient Express Service Company, is obligated to liquidated damages and interest on the amounts of the delinquent contributions.

11. Pursuant to 29 U.S.C. §1132(g)(2), Plaintiffs are entitled to an amount equal to the greater of:

- (a) double interest; or
- (b) interest plus liquidated damages.

WHEREFORE, Plaintiffs pray:

- A. That the Defendant, Orient Express Service Company, to pay contributions the months of January 2019 through the present.
- B. That Defendant, Orient Express Service Company, be ordered to pay the attorney fees and costs incurred by the Plaintiffs.
- C. That Defendant, Orient Express Service Company, be ordered to pay liquidated damages and interest.
- E. That Plaintiffs have such other and further relief as by the Court may be deemed just and equitable all at the Defendant's cost.

Respectfully Submitted,

Attorneys for the Plaintiffs

s/Nicholas E. Kasmer

By: _____
Nicholas E. Kasmer

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